

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

In re:

JOSEPH DEWAYNE CUDE AND SARAH ANN  
CUDE,

Debtors.

Case No. 23-10625-M  
Chapter 7

JOSEPH DEWAYNE CUDE AND SARAH ANN  
CUDE,

Plaintiffs,

v.

Adv. No. 23-01016-M

HIGHER EDUCATION LOAN AUTHORITY OF THE  
STATE OF MISSOURI, A/K/A MOHELA;  
NAVIENT; U.S. DEPARTMENT OF EDUCATION;  
SLM CORPORATION D/B/A SALLIE MAE, INC.;  
MAXIMUS EDUCATION, LLC D/B/A  
AIDVANTAGE.

Defendants.

**STIPULATION REGARDING DISCHARGE OF STUDENT LOAN DEBT**

This Stipulation Regarding Discharge of Student Loan Debt (the “**Stipulation**”) is entered into by and between Defendant Navient Solutions, LLC (“**Navient**”), on behalf of itself and named Defendant “Navient”, and Plaintiffs, Joseph Dewayne Cude and Sarah Ann Cude, by and through their respective counsel of record (each a “**Party**” or collectively, the “**Parties**”), subject to Bankruptcy Court approval.

**RECITALS**

1. Plaintiffs filed a voluntary petition for Chapter 7 relief under the U.S. Bankruptcy Code, Case No. 23-10625-M (the “**Bankruptcy Case**”). An Order of Discharge was entered in the Bankruptcy Case under 11 U.S.C. § 727 (Bk. Dkt. No. 13) (the “**Discharge Order**”).

2. On October 6, 2023, Plaintiffs filed a *Complaint* for the determination of dischargeability of student loan debt pursuant to 11 U.S.C. § 523(a)(8) (Dkt. No.1) (the “**Complaint**”), commencing the above-styled adversary proceeding (the “**Adversary Proceeding**”).

3. Navient timely filed its *Navient Solutions, LLC’s Answer to Plaintiffs’ Complaint* (Dkt. No. 10) on behalf of itself and named Defendant “Navient”.

4. Navient is the holder of all right, title, and interest in the following student loans (the “**Student Loans**”):

<i><b>Date of Disbursement</b></i>	<i><b>Outstanding Balance</b></i>
8/26/2005	\$11,725.36
11/29/2005	\$2,885.22
2/3/2006	\$12,634.82

5. The Parties have agreed to resolve this case on the terms and conditions expressed herein.

### **STIPULATION**

6. Each of the Recitals set forth above is hereby incorporated into the Stipulation by this reference.

7. Plaintiffs’ Student Loans more fully described in Paragraph 4 above and the obligations owing thereunder shall be dischargeable under the Discharge Order entered in the underlying bankruptcy case.

8. The Discharge Order entered in favor of the Plaintiffs in the underlying Bankruptcy Case includes discharge of the Student Loans more fully described in Paragraph 4 above and the obligations owing thereunder.

9. Upon the entry of a final Bankruptcy Court order approving the terms of this Stipulation, Navient Solutions, LLC and named Defendant “Navient” shall both be deemed dismissed with prejudice pursuant to Fed.R.Bank.P. 7041 and Fed.R.Civ.P. 41(a).

10. This written agreement contains all of the agreements between the Parties and is intended to be and is the final and sole agreement between the Parties. The Parties agree that any other prior or contemporaneous representations or understandings not explicitly contained in this written agreement, whether written or oral, are of no further legal or equitable force or effect. Any subsequent modifications to this agreement must be in writing and must be signed and executed by the Parties.

11. The Parties to this Stipulation represent and warrant that they have reviewed and understand its contents. The Parties to this Stipulation further represent and warrant that each has the power to execute, deliver, and perform this Stipulation agreement; that each has taken all necessary action to authorize the execution, delivery, and performance of this Stipulation agreement; and that this Stipulation is enforceable in accordance with its terms.

12. The Parties agree to bear their own attorney fees and costs.

13. The Bankruptcy Court shall retain jurisdiction to enforce the terms of this Stipulation.

DATED: 3/7/2024

By: /s/ Joseph Dewayne Cude  
Joseph Dewayne Cude  
*Plaintiff*

DATED: 3/7/2024

By: /s/ Sarah Ann Cude  
Sarah Ann Cude  
*Plaintiff*

DATED: 3/7/2024

/s/ Ron D. Brown  
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DATED: 12/20/2023

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